

RESOLUTION NO. 4596

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN EMERGENCY WATER SYSTEM INTERTIE AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF BONNEY LAKE

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Auburn and Bonney Lake have legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, the Cities have previously entered into an Emergency Water System Intertie Agreement in order to increase fire protection and emergency water supply reliability for their customers; and

WHEREAS, the Cities are willing to continue to provide these necessary services to increase fire fighting and emergency supply reliability; and

WHEREAS, the Cities wish to enter into a new Intertie Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor and City Clerk of the City of Auburn are hereby authorized to execute an Emergency Water System Intertie Agreement with the City of Bonney Lake in substantially the same form as attached hereto as Exhibit "A," which is made a part hereof as though set forth in full herein.

Section 2. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2010.

CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

EMERGENCY WATER SYSTEM INTERTIE AGREEMENT Bonney Lake/Auburn

THIS AGREEMENT made and entered into by and between the City of Auburn, ("Auburn"), and, the City of Bonney Lake, ("Bonney Lake"), for the purposes of planning, designing, constructing, maintaining, and operating an emergency system intertie between the respective parties,

WITNESSETH:

WHEREAS, both Cities have water facilities in the vicinity, and

WHEREAS, both Cities can increase fire protection and emergency water supply reliability for their customers, and

WHEREAS, the Cities are willing to provide the necessary services to increase fire fighting and emergency supply reliability upon the terms and conditions set forth herein,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The emergency water system intertie is designed to be operated manually as a two way emergency supply between the Auburn and Bonney Lake Systems. The facility is located in Evergreen Way SE at the Water Service Area Boundaries between the two cities. The primary purpose of the intertie is to provide water during an emergency. For purposes of this agreement, an emergency shall be defined as resulting from a water shortage, a major water line break, fire demand, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or Puget Sound Energy facility failure, or any other agreed upon emergency within the water supply system. The maximum duration of an emergency is seven (7) days.

However, in certain situations such as prolonged equipment repair, the intertie may need to be open for longer than seven (7) days. The party requesting the extended use of the intertie shall notify the other party of this need forty eight (48) hours before the end of the emergency period, and shall provide the other party a written estimate of how long it intends to take water as soon as practicable.

Tacoma Intertie Operation: At times, in order to meet its own water supply demands as well as Auburn's, Bonney Lake may need to activate its emergency intertie agreement with Tacoma Public Utilities ("TPU"). Auburn agrees that while the TPU Intertie is open that water flowing

through the Auburn/Bonney Lake intertie shall be assumed to be TPU water.

Auburn shall be held to the same conditions as Bonney Lake in its Wholesale Water Agreement with TPU. Water supplied to Bonney Lake by TPU during peak demand periods requires a matching amount of use during the last quarter of the year in order to qualify for wholesale consumption rates versus higher rates used during peak demand periods.

Auburn shall purchase water during the last quarter of the year from Bonney Lake and TPU until this consumption formula is satisfied. For purposes of satisfying the consumption formula, the water supplied to Auburn during the last quarter of the year is not to be used solely for peak demand periods; rather it is to be used for non-recurring maintenance and repair purposes, preferably not during peak demand periods.

2. Auburn will own and maintain the piping, interior equipment, meter and interior appurtenances, and all piping up to the Bonney Lake side of the vault for the metering station.
3. Bonney Lake will own and maintain the exterior appurtenances and all piping on Bonney Lake's side of the vault.
4. Each City will each have unlimited access to the vault via a dual padlock or ownership of keys to the vault.
5. Each City will operate its respective normally-locked valve inside of the vault. Auburn will solely unlock and operate the locked valve on Auburn's side of the meter and Bonney Lake will solely unlock and operate the locked valve on Bonney Lake's side of the meter.
6. The procedure for operating the intertie in the event of such emergency shall be as follows:
 - A. Each City shall determine that an emergency as defined in this Agreement has occurred which warrants the need to request that the intertie be activated.
 - B. The Public Works Director or designee of the requesting party shall provide a verbal request to the other City's Public Works Director or designee. Upon agreement that an emergency exists which shall allow for the intertie to be opened, the intertie will be activated as soon as reasonably possible. Both Cities' personnel shall be present at the vault to open the valves to activate the facility.

- C. The City requesting the activation shall provide a written confirmation of the request not less than 24 hours after the verbal request, or on the first day of normal business after the verbal request.
7. The intertie shall remain activated until the City requesting activation determines that the need for activation of the emergency intertie has ceased and shall request in writing to close the intertie.
8. In case of emergency or whenever the public health, safety, or the equitable distribution of water so demands, the City supplying the water may change, reduce or limit the time for or temporarily discontinue the supply of water without notice; water service may be temporarily interrupted, limited for purposes of making repairs, extensions or doing other necessary work. The City supplying the water shall not be responsible for any damage resulting from interruption, change or failure of the water supply, and the City receiving the water (City requesting activation) shall save and hold harmless the City supplying the water from any loss, damages or suits to or by customers of the City receiving the water resulting from interruption, change or failure of water supply provided by this Agreement, except damages arising out of the City supplying the water's negligence. Prior to a planned interruption or limiting of service, the City supplying the water will notify the City receiving the water of such not less than three days prior to the service disruption. The City supplying the water agrees to use best efforts and reasonable diligence to notify the City receiving the water as soon after it becomes aware of the need for service disruption and further will, to the extent practical, limit the service disruption to daylight hours.
9. Auburn and Bonney Lake staff shall read the meter upon activation and upon deactivation of the intertie. The city supplying the water shall verify the information and shall then calculate and invoice the other city for the water used during the request. The invoice shall be calculated by the total water used during the event.
10. The rate paid for water shall be determined by one of three scenarios under which water is taken through the intertie. The scenarios are described as follows:
- A. Emergency Water. This is short term water taken over a period not to exceed seven (7) days. This rate relies on locally produced water and does not include TPU intertie water. The rate for this scenario shall be at the lowest current Auburn or Bonney Lake Residential Rate for service outside City boundaries depending on which city is supplying the water. This shall be complete payment for the water, labor, and administration of activating the intertie.

- B. Prolonged Equipment Repair Water. This water is taken over a period exceeding seven (7) days as needed to complete lengthy repairs. The rate for this scenario shall be at the Auburn or Bonney Lake Residential Rate actually charged for service outside City boundaries depending on which city is selling the water plus 10%. This shall be complete payment for the water, labor, and administration of activating the intertie.
- C. TPU Intertie Water. If Bonney Lake needs to open the TPU intertie to meet system demands while Auburn is taking water from Bonney Lake then all water flowing to Auburn as measured by the Auburn/Bonney Lake intertie meter shall be considered TPU water. The rate for TPU water shall be the wholesale rate set forth in Tacoma Municipal Code 12.10.400, as currently adopted by the Tacoma Public Utility (TPU) Board and Tacoma City Council. In this scenario only the TPU rate with an additive wheeling fee shall apply regardless of the time the intertie is activated. When the TPU Intertie is opened or closed to support Auburn, Bonney Lake shall notify Auburn that same day.

Auburn understands that Bonney Lake will incur additional costs when they activate the TPU intertie. The costs include but are not limited to increased system operation costs i.e. pumping treatment and sampling; and administrative costs such as meter reads, and Tacoma and Auburn accounting and billing. Since these costs are not easily separated from normal water system operation costs, Bonney Lake and Auburn agree that these costs be compensated using a "Wheeling" fee. The Wheeling fee shall be calculated as percentage of the total cost of the water taken through the Auburn/Bonney Lake intertie meter. The Wheeling fee rate shall be 15% of the total cost of TPU water taken by Auburn.

Not later than 30 days after the Bonney Lake/TPU intertie is deactivated, Bonney Lake will submit a reconciliation bill for the quantity of water supplied to Auburn during the period the Bonney Lake/Auburn intertie is activated. In addition, Bonney Lake reserves the right to request monthly reimbursement if the intertie remains open for a prolonged period.

11. Each City is responsible for associated staff, administration and legal costs associated with the implementation of the agreement.
12. To the extent allowed by law, each party shall defend, indemnify, and hold harmless the other party, its elected officials, employees and agents from and against any and all suits, claims, actions, losses, costs, expenses of litigation, attorney's fees, penalties and damages of whatsoever kind or

nature arising out of or in connection with or incident to an act or omission of the indemnifying party, its employees, agents, and contractors in the performance of the indemnifying party's obligations under the Agreement and this Amendment. This indemnification provision shall include, but is not limited to, all claims against each party by an employee or former employee of the indemnifying party or its contractors and, as to such claims, each party expressly waives all immunity and limitation of liability under Title 51 RCW.

13. This Agreement shall remain in force until terminated by either party hereto upon 60-days written notice to the other party.
14. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF AUBURN
King County, Washington

CITY OF BONNEY LAKE
Pierce County, Washington

By: _____
Peter B Lewis, Mayor Date

By: _____
Neil Johnson, Jr., Mayor Date

Attest:

Attest:

Danielle Daskam, City Clerk Date

Harwood T. Edvalson, City Clerk Date

Approved as to form:

Approved as to form:

By: 
Daniel B. Heid, City Attorney Date

By: _____
James J. Dionne, City Attorney Date